

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA : Hon.
v. : Criminal No.
PRAGNESH DESAI and : Title 18, United States
VIPUL PATEL : Code, Sections: 1341,
1343, 1958(a),
2261(a)(2), 2261(b)(1), &
2

I N D I C T M E N T

The Grand Jury in and for the District of New Jersey,
sitting at Newark, charges:

COUNT ONE

(Conspiracy to Commit Murder for Hire)

The Defendants and Victim

1. At all times relevant to this Indictment:

a. Defendant PRAGNESH DESAI was an American citizen
and a resident of Palisades Park, New Jersey.

b. Leona Swiderski was an American citizen and a
resident of Palisades Park, New Jersey and the fiancée of
defendant PRAGNESH DESAI.

c. Defendant VIPUL PATEL was an Indian citizen and a
resident of Baroda, Gujarat State, India.

d. F.I.P., a coconspirator not named as a defendant herein (hereinafter "Coconspirator-1"), was an Indian citizen and a resident of Baroda, Gujarat State, India.

e. A.P., a coconspirator not named as a defendant herein (hereinafter "Coconspirator-2"), was an Indian citizen and a resident of Baroda, Gujarat State, India.

The Conspiracy

2. From on or about January 4, 2003, through on or about February 9, 2003, in Bergen County, in the District of New Jersey and elsewhere, defendants

PRAGNESH DESAI and
VIPUL PATEL

did knowingly and intentionally conspire and agree with one another and with Coconspirator-1, Coconspirator-2 and others to travel in and cause another to travel in interstate and foreign commerce, and use and cause another to use a facility in interstate and foreign commerce, to wit, the telephone, with intent that a murder be committed in violation of the laws of the State of New Jersey and of the United States as consideration for the receipt of, and as consideration for a promise and agreement to pay something of pecuniary value, to wit, money, resulting in the death of Leona Swiderski.

The Object of the Conspiracy

3. It was the object of the conspiracy to murder Leona Swiderski upon her arrival in India, so that her fiancée defendant PRAGNESH DESAI could collect on insurance policies that he had recently caused to be issued on Leona Swiderski's life.

Means and Methods of the Conspiracy

4. Among the means and methods employed by defendants PRAGNESH DESAI, VIPUL PATEL and their coconspirators to carry out the conspiracy and effect the unlawful object set forth above were those set forth in paragraphs 5 through 22 below.

5. On or about January 7, 2003, while defendant PRAGNESH DESAI and Leona Swiderski were staying at the home of R.K., a friend of DESAI, in Baroda, India, defendant PRAGNESH DESAI met with defendant VIPUL PATEL at R.K.'s house.

6. On or about January 14, 2003, defendant PRAGNESH DESAI met again with defendant VIPUL PATEL at R.K.'s house in Baroda, India. At that meeting, DESAI agreed to pay the sum of 30 Lakhs (or approximately 3,000,000 Rupees - the equivalent of approximately \$66,666.00 in United States currency) for Leona Swiderski to be murdered at a later date.

7. On or about January 28, 2003, defendant PRAGNESH DESAI placed a telephone call from New Jersey to R.K. in India and told R.K. to give the sum of 10 Lakhs (or approximately

1,000,000 Rupees) of DESAI's funds, to an individual as partial payment for arranging the murder of Leona Swiderski.

8. On or about January 29, 2003, defendant PRAGNESH DESAI purchased two airline tickets on Air India flight #144 from Newark Liberty International Airport in Newark, New Jersey to the Sahar International Airport in Mumbai, India.

9. On or about February 4, 2003, defendant VIPUL PATEL received a telephone call from Coconspirator-1, during which PATEL agreed to pay Coconspirator-1 the sum of 6 and ½ Lakhs (or approximately 650,000 Rupees) for participating in the murder of Leona Swiderski.

10. On or about February 4, 2003, defendant PRAGNESH DESAI placed a telephone call from New Jersey to defendant VIPUL PATEL in India, to advise that he would be bringing Leona Swiderski back to India on the pretext of purchasing clothes for their upcoming marriage. DESAI further stated that they would arrive at the Sahar International Airport in Mumbai, India at approximately 3:00 a.m. on February 8, 2003.

11. On or about February 5, 2003, defendant PRAGNESH DESAI made a reservation from his home in New Jersey, via the Internet, at the Taj President Hotel in Mumbai, India, for a two-night stay at the hotel from February 8, 2003 to February 10, 2003.

12. On or about February 6, 2003, defendant VIPUL PATEL made a telephone call to Coconspirator-2 and asked him to bring someone with him to a specific location so that the three could drive together to the Sahar International Airport the following day.

13. On or about February 7, 2003, defendant PRAGNESH DESAI and Leona Swiderski traveled together on Air India flight #144 from Newark Liberty International Airport in Newark, New Jersey to the Sahar International Airport in Mumbai, India.

14. On or about February 8, 2003, defendant VIPUL PATEL, Coconspirator-1 and Coconspirator-2 traveled together in a blue Cielo car with license plate No. DD-03-A-1012 to the Sahar International Airport in Mumbai, India after which they parked the vehicle in the airport car park.

15. On or about February 8, 2003, at approximately 3:30 a.m., defendant PRAGNESH DESAI and Leona Swiderski arrived at the Sahar International Airport in Mumbai, India on Air India flight #144 where they were met by defendant VIPUL PATEL at the international arrival gate.

16. On or about February 8, 2003, defendant PRAGNESH DESAI gave a bundle containing approximately \$21,300 in U.S. currency to defendant VIPUL PATEL as partial payment of the remaining balance he had agreed to pay for arranging the murder of Leona Swiderski.

17. On or about February 8, 2003, defendant PRAGNESH DESAI and Leona Swiderski sat in the back seat of the Cielo car that was waiting in the Sahar International Airport car park.

18. On or about February 8, 2003, shortly after leaving the Sahar International parking lot with defendant PRAGNESH DESAI, Coconspirator-1 pressed a cloth doused with a chemical over Leona Swiderski's face, and she was strangled to death in the back seat of the car.

19. On or about February 8, 2003, defendant VIPUL PATEL drove around the airport parking lot and dropped defendant PRAGNESH DESAI off at the Sahar International Airport after which DESAI removed his luggage from the car.

20. On or about February 8, 2003, defendant PRAGNESH DESAI returned to the lounge near the international arrival gate, and subsequently lodged a missing person complaint at the Sahar International Airport Police Station.

21. On or about February 8, 2003, after Coconspirator-1 removed Leona Swiderski's diamond ring from her finger, defendant VIPUL PATEL, Coconspirator-1 and Coconspirator-2 threw Leona Swiderski's body from the car into the brush by the side of the road in a secluded area on the Ahemadabad National Highway near Vasosa Village, Mahorashtra State, India.

22. On or about February 9, 2003, defendant VIPUL PATEL removed Leona Swiderski's luggage and purse from the Cielo car, and left these items, along with a portion of the 100,000 Rupees and \$21,300 in U.S. currency that he had been paid to murder Leona Swiderski, at a friend's house in Baroda, India.

Overt Acts

23. In furtherance of this conspiracy and to effect its object, the following overt acts, among others, were committed in the District of New Jersey and elsewhere:

a. On or about January 14, 2003, defendant PRAGNESH DESAI met with defendant VIPUL PATEL, at which time DESAI agreed to PATEL the sum of 30 Lakhs to murder Leona Swiderski.

b. On or about January 29, 2003, defendant PRAGNESH DESAI purchased two airline tickets for Leona Swiderski and himself for a February 7, 2003 Air India flight from Newark Liberty International Airport in Newark, New Jersey to the Sahar International Airport in Mumbai, India.

c. On or about February 5, 2003, defendant PRAGNESH DESAI placed a telephone call from New Jersey to defendant VIPUL PATEL in India.

d. On or about February 7, 2003, defendant PRAGNESH DESAI and Leona Swiderski traveled together from Newark Liberty International Airport to the Sahar International Airport in Mumbai, India aboard Air India flight #144.

e. On or about February 8, 2003, defendant VIPUL PATEL, Coconspirator-1 and Coconspirator-2 drove to the Sahar International Airport in Mumbai, India and parked the car in the airport car park.

f. On or about February 8, 2003, defendant PRAGNESH DESAI and Leona Swiderski arrived at the Sahar International Airport in Mumbai, India where they were met by defendant VIPUL PATEL at the international arrival gate.

g. On or about February 8, 2003, shortly after leaving the Sahar International Airport car park with defendant PRAGNESH DESAI, Coconspirator-1 pressed a cloth doused with a chemical over Leona Swiderski's face, and she was strangled to death in the back seat of the car.

In violation of Title 18, United States Code, Section 1958(a).

COUNT TWO

(Murder for Hire)

1. Paragraphs 1 and 3 through 23 of Count One are hereby realleged and incorporated as though fully set forth herein.

2. From on or about January 4, 2003, through on or about February 9, 2003, in Bergen County, in the District of New Jersey and elsewhere, defendant

PRAGNESH DESAI and
VIPUL PATEL

knowingly and willfully did travel in and cause another to travel in interstate and foreign commerce, and use and cause another to use a facility in interstate and foreign commerce, to wit, the telephone, with intent that a murder be committed, in violation of the laws of the State of New Jersey and of the United States, as consideration for the receipt of, and as consideration for a promise and agreement to pay something of pecuniary value, to wit, money, resulting in the death of Leona Swiderski.

In violation of Title 18, United States Code, Sections 1958(a) and 2.

COUNT THREE

(Interstate Domestic Violence)

1. Paragraphs 1 and 3 through 23 of Count One are hereby realleged and incorporated as though fully set forth herein.

2. From on or about February 7, 2003, through on or about February 9, 2003, in the District of New Jersey and elsewhere, defendant

PRAGNESH DESAI and
VIPUL PATEL

did knowingly and willfully cause Leona Swiderski, DESAI's fiancée and intimate partner, to travel in interstate and foreign commerce from New Jersey to India, by coercion and fraud, and in the course of, and as a result of such conduct and travel, did commit a crime of violence against Leona Swiderski, to wit, murder, resulting in the death of Leona Swiderski.

In violation of Title 18, United States Code, Sections 2261(a)(2), 2261(b)(1) and 2.

COUNTS FOUR THROUGH SIX

(Mail Fraud)

1. Paragraphs 1 and 3 through 23 of Count One are hereby realleged and incorporated as though fully set forth herein.

2. From on or about January 18, 2003, through on or about February 9, 2003, in Bergen County, in the District of New Jersey and elsewhere, defendant

PRAGNESH DESAI

did knowingly and willfully devise and intend to devise a scheme and artifice to defraud New York Life Insurance Company and Banner Life Insurance Company (hereinafter collectively "the Insurance Companies"), to obtain money and property from the Insurance Companies by means of material false and fraudulent pretenses, representations, and promises, which scheme and artifice was in substance as set forth below.

3. At least as early as on or about January 14, 2003, defendant PRAGNESH DESAI devised a scheme to have his fiancée Leona Swiderski murdered while on a visit to India.

4. On or about January 18, 2003, defendant PRAGNESH DESAI contacted an insurance agent, who was authorized to sell New York Life Insurance Company policies (hereinafter "the New York Life Agent"), and inquired about obtaining a \$1,000,000 term life insurance policy on the life of his fiancée, Leona

Swiderski. DESAI falsely represented that Leona Swiderski wished to purchase the life insurance policy when, as DESAI well knew, it was he, not Leona Swiderski, who wanted to obtain the life insurance policy.

5. On or about January 18, 2003, the New York Life Agent told defendant PRAGNESH DESAI that a \$1,000,000 life insurance policy would require that Leona Swiderski undergo a complete physical examination. The New York Life Agent also informed defendant DESAI that a \$500,000 policy would, by way of contrast, require only that blood and urine samples be taken from Leona Swiderski.

6. On or about January 18, 2003, defendant PRAGNESH DESAI contacted a second insurance agent, who was authorized to sell Banner Life insurance policies through an entity called BISYS Insurance Services, in Harrisburg, Pennsylvania (hereinafter "the Banner Life Agent").

7. On or about January 18, 2003, defendant PRAGNESH DESAI asked the Banner Life Agent about obtaining a \$1,000,000 term life insurance policy on the life of his fiancée, Leona Swiderski. DESAI falsely represented that Leona Swiderski wished to purchase the life insurance policy, when, as DESAI well knew, it was he, not Leona Swiderski, who wanted to obtain the life insurance policy.

8. On or about January 25, 2003, defendant PRAGNESH DESAI was told by the Banner Life Agent that a \$1,000,000 life insurance policy would require that Leona Swiderski undergo a complete physical examination. DESAI inquired about obtaining a \$500,000 life insurance policy, and was told by the Banner Life Agent that a \$500,000 life insurance policy would, by way of contrast, require only that blood and urine samples be taken from Leona Swiderski.

9. On or about January 25, 2003, defendant PRAGNESH DESAI caused a \$500,000 term life insurance application (hereinafter the "Banner Life policy application") to be completed for Leona Swiderski and submitted to Banner Life Insurance. DESAI caused himself to be named as the sole beneficiary on the policy. In completing the Banner Life policy application, defendant PRAGNESH DESAI caused it to contain false statements and representations as to material matters, including, but not limited to: (1) that Leona Swiderski was employed by a 7-Eleven convenience store as a cashier/supervisor; (2) that she earned \$100,000 a year in that position; (3) that she had not been treated in any hospital or institution in the past 10 years; and (4) that she had not traveled in a foreign country.

10. On or about January 25, 2003, defendant PRAGNESH DESAI wrote a check in the amount of \$405 payable to Banner Life

Insurance as payment for the annual premium on the policy and gave it to the Banner Life Agent.

11. On or about January 29, 2003, defendant PRAGNESH DESAI caused the Banner Life Agent to mail the Banner Life policy application from New Jersey to BISYS Insurance Services, in Harrisburg, Pennsylvania.

12. On or about January 29, 2003, defendant PRAGNESH DESAI caused a \$500,000 term life insurance application to be completed for Leona Swiderski and submitted to New York Life Insurance Company (hereinafter the "New York Life policy application"). DESAI caused himself to be named as the sole beneficiary on the policy. In completing the New York Life policy application, defendant PRAGNESH DESAI caused it to contain false statements and representations as to material matters, including, but not limited to: (1) that Leona Swiderski was employed as a manager at a 7-Eleven convenience store in Palisades Park, New Jersey; (2) that she had held that position for 2 years; (3) that she earned \$52,000 a year in that position; (4) that she had lived in her present residence for 3 years; (5) that she had not traveled outside the United States in the past 12 months and did not intend to do so; and (6) that she had not had surgery in the past 2 years.

13. On or about January 29, 2003, defendant PRAGNESH DESAI wrote a check in the amount of \$425.10 payable to New York

Life Insurance as payment for the premium on the policy and gave it to the New York Life Agent.

14. On or about January 29, 2003, defendant PRAGNESH DESAI caused the New York Life Agent to have the completed New York Life policy application and check for \$425.10 mailed to New York Life Insurance Company in Cleveland, Ohio.

15. On or about January 29, 2003, defendant PRAGNESH DESAI purchased two round-trip airline tickets from Ben Bow Travel, Inc. for Air India flight #144, from Newark Liberty International Airport to the Sahar International Airport in Mumbai, India on February 7, 2003. DESAI mailed Ben Bow Travel, Inc. a check in the amount of \$5,400 as payment for the tickets.

16. On or about January 30, 2003, defendant PRAGNESH DESAI caused Ben Bow Travel, Inc. to mail him two round-trip airline tickets on Air India flight #144 for February 7, 2003.

17. On or about February 4, 2003, defendant PRAGNESH DESAI caused a medical technician, acting at the behest of New York Life, to visit the house DESAI shared with Leona Swiderski and to take the blood and urine samples from her which were required for the life insurance policy application.

18. On or about February 5, 2003, defendant PRAGNESH DESAI caused a medical technician, acting at the behest of New York Life, to mail Leona Swiderski's blood and urine samples and

a copy of the medical technician's report to Lab One, in Lenexa, Kansas.

19. On or about February 5, 2003, defendant PRAGNESH DESAI caused a medical technician, acting at the behest of New York Life, to mail a copy of the medical technician's report to New York Life in New York, New York.

20. By these means, defendant PRAGNESH DESAI caused New York Life to issue a \$500,000 term life insurance policy on the life of Leona Swiderski.

21. On or about February 6, 2003, defendant PRAGNESH DESAI caused a medical technician, acting at the behest of Banner Life, to visit the house DESAI shared with Leona Swiderski and take the blood and urine samples from her which were required for the life insurance policy application.

22. On or about February 6, 2003, defendant PRAGNESH DESAI caused a medical technician, acting at the behest of Banner Life, to mail Leona Swiderski's blood and urine samples and a copy of the medical technician's report to Lab One, in Lenexa, Kansas.

23. On or about February 6, 2003, defendant PRAGNESH DESAI caused a medical technician, acting at the behest of Banner Life, to mail a copy of the medical technician's report to Porta Medic in Saddlebrook, New Jersey.

24. On or about February 6, 2003, defendant PRAGNESH DESAI caused Porta Medic, acting at the behest of Banner Life, to mail a copy of the medical technician's report to Banner Life in Rockville, Maryland.

25. By these means, defendant PRAGNESH DESAI caused Banner Life to issue a \$500,000 term life insurance policy on the life of Leona Swiderski.

26. From on or about January 18, 2003 through on or about February 9, 2003, in Bergen County, in the District of New Jersey and elsewhere, defendant

PRAGNESH DESAI,

for the purpose of executing the aforesaid scheme and artifice and attempting to do so, did knowingly and willfully cause to be matter, to be sent and delivered by the U.S. Postal Service and by any private or commercial carrier, according to the directions thereon, the matters and things set forth below:

<u>Count</u>	<u>APPROX. DATE</u>	<u>LOCATION/NATURE OF MAILING</u>
4	1/30/03	Envelope sent to PRAGNESH DESAI in Palisades Park, New Jersey containing airline tickets for PRAGNESH DESAI and Leona Swiderski.
5	2/5/03	Airborne Express envelope sent to Lab One, in Lenexa, Kansas, containing Leona Swiderski's blood and urine samples and a copy of a medical technician's report.

6

2/6/03

Airborne Express envelope sent to Lab One, in Lenexa, Kansas, containing Leona Swiderski's blood and urine samples and a copy of a medical technician's report.

In violation of Title 18, United States Code, Sections 1341 and 2.

COUNTS SEVEN AND EIGHT

(Wire Fraud)

1. Paragraphs 1 and 3 through 23 of Count One, and Paragraphs 3 through 25 of Counts Four through Six, are hereby alleged and incorporated as though fully set forth herein.

2. From at least on or about January 18, 2003 through on or about February 9, 2003, in Bergen County, in the District of New Jersey and elsewhere, defendant

PRAGNESH DESAI

did knowingly and willfully devise and intend to devise a scheme and artifice to defraud New York Life Insurance Company and Banner Life Insurance Company (hereinafter collectively "the Insurance Companies"), and to obtain money and property from the Insurance Companies, by means of material false and fraudulent pretenses, representations and promises, which scheme and artifice was in substance as set forth below.

3. On or about January 23, 2003, defendant PRAGNESH DESAI contacted the New York Life Agent via telephone and inquired about obtaining a \$1,000,000 term life insurance policy on the life of his fiancée, Leona Swiderski.

4. On or about January 23, 2003, defendant PRAGNESH DESAI placed a telephone call to the New York Life Agent in New York to discuss obtaining a life insurance policy on Leona Swiderski's life.

5. On or about January 23, 2003, defendant PRAGNESH DESAI placed a telephone call to the New York Life Agent in Connecticut to further discuss obtaining a life insurance policy on Leona Swiderski's life.

6. On or about January 28, 2003, defendant PRAGNESH DESAI placed a telephone call to the New York Life Agent in Connecticut to set up a meeting with the agent at Bukhara Grill II, located in New York, New York.

7. On or about January 29, 2003, defendant PRAGNESH DESAI placed a telephone call to the Banner Life Agent to discuss obtaining a life insurance policy on Leona Swiderski.

8. On or about January 30, 2003, defendant PRAGNESH DESAI placed a telephone call to a travel agent with Ben Bow Travel, Inc., during which he purchased two round-trip airline tickets from Newark Liberty International Airport to the Sahar International Airport in Mumbai, India, for February 7, 2003.

9. On or about January 31, 2003, defendant PRAGNESH DESAI placed a telephone call to the New York Life Agent in New York, New York.

10. On or about January 31, 2003, defendant PRAGNESH DESAI placed a telephone call to the New York Life Agent in Connecticut.

11. On or about February 3, 2003, defendant PRAGNESH DESAI placed a telephone call to the New York Life Agent in Connecticut.

12. On or about February 3, 2003, defendant PRAGNESH DESAI placed a second telephone call to the New York Life Agent in Connecticut.

13. From on or about January 18, 2003, through on or about February 9, 2003, in Bergen County, in the District of New Jersey and elsewhere, defendant

PRAGNESH DESAI,

for the purpose of executing the aforesaid scheme and artifice and attempting to do so, did knowingly and willfully transmit and cause to be transmitted by means of wire, radio, and television communication, to wit, the telephone, in interstate and foreign commerce, writings, signs, signals, pictures and sounds, in that he caused the following telephone calls to be made:

<u>Count</u>	<u>APPROX. DATE</u>	<u>TELEPHONE CALL FROM/TO</u>
7	1/23/03	PRAGNESH DESAI in New Jersey to New York Life Agent in New York
8	1/31/03	PRAGNESH DESAI in New Jersey to New York Life Agent in Connecticut

In violation of Title 18, United States Code, Sections
1343 and 2.

A TRUE BILL

FOREPERSON

CHRISTOPHER J. CHRISTIE
UNITED STATES ATTORNEY